

CITY OF FAIRFIELD
RESOLUTION NO. 2015 – 37

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO
EXECUTE AMENDMENT NO. 1 TO THE AMENDED AND RESTATED AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF FAIRFIELD AND
CARLSON, BARBEE AND GIBSON, INC., FOR ENGINEERING AND DESIGN
SERVICES RELATED TO THE JEPSON PARKWAY PHASE 1 PROJECT**

WHEREAS, on April 17, 2012, the City of Fairfield entered into an Agreement for Consulting Services (Agreement) with Carlson, Barbee and Gibson, Inc. for engineering and design services for the Jepson Parkway Phase 1 Project; and

WHEREAS, on March 19, 2013, the City of Fairfield entered into an Amended and Restated Agreement for Consulting Services (A&R Agreement), replacing the Agreement; and

WHEREAS, the State of California Department of Transportation has requested that the payment clauses in the A&R Agreement be revised to be compliant with State requirements.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield, that certain Amendment No. 1 to the Amended and Restated Agreement with Carlson, Barbee and Gibson, Inc., for the design and engineering of the Jepson Parkway Phase 1 Project.

PASSED AND ADOPTED this 3rd day of March 2015, by the following vote:

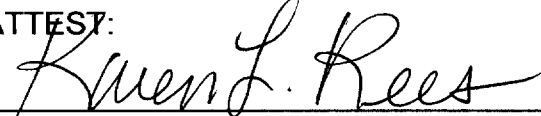
AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK
pw

FEB 12 2015
1668-002

AMENDMENT NO. 1

**TO AMENDED AND RESTATED AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF FAIRFIELD AND CARLSON BARBEE AND GIBSON, INC.
FOR DESIGN OF THE JEPSON PARKWAY PHASE 1 PROJECT**

This Amendment No. 1 (hereinafter "AMENDMENT") to the Amended and Restated Agreement for Consulting Services for design of the Jepson Parkway Phase 1 Project is made and entered this 9th day of March, 2015, by and between the CITY OF FAIRFIELD, a municipal corporation (hereinafter, "CITY"), and Carlson Barbee and Gibson, Inc., a California corporation (hereinafter, "CONSULTANT").

WITNESSETH

WHEREAS, CITY and CONSULTANT entered into that certain Amended and Restated Agreement for Consulting Services for design of the Jepson Parkway Phase 1 Project dated March 19, 2013 (hereinafter, "Agreement"); and

WHEREAS, the parties desire to make certain modifications to the payment clause of the Agreement as required by the State of California Department of Transportation, Division of Audits and Investigations.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

1. Paragraph K is added to Section III of the Agreement:

"K. CONSULTANT shall, no later than one week after the effective date of the Amendment that added this paragraph K to this Agreement, submit a schedule, in CPM format, indicating the timeline to complete the PROJECT design to CITY's Project Manager. CONSULTANT shall cause the PROJECT design to be completed in accordance with the schedule approved by CITY's Project Manager."

2. Section IV of the Agreement is hereby amended to read as follows:

"IV. COMPENSATION OF CONSULTANT

- A. The basis of payment for this contract shall be cost-plus-a-fixed fee. CITY shall reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal,

unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In addition to the actual costs, CITY shall pay the consultant a fixed fee. The fixed fee shall not be altered, unless there is a significant alteration in the scope, complexity or character of the work to be performed, which is documented as an amendment. In the event that CITY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total costs as specified in Paragraph "B" shall not be exceeded, unless authorized by contract amendment.

B. Basis of Compensation. For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for those services the following maximum, not to exceed, amount(s):

1. For those services described in Section I.A. compensation shall be \$45,543 with a fee of \$4,554, equaling a total of Fifty Thousand And Ninety-Seven Dollars (\$50,097).
2. For those services described in Section I.B. compensation shall be \$67,077, with a fee of \$6,708, equaling a total of Seventy-Three Thousand Seven Hundred And Eighty-Five Dollars (\$73,785).
3. For those services described in Section I.C. compensation shall be \$430,636, with a fee of \$43,064, equaling a total of Four Hundred Seventy-Three Thousand Seven Hundred Dollars (\$473,700).
4. For those services described in Section I.D. compensation shall be \$208,658, with a fee of \$20,866, equaling a total of Two Hundred Twenty-Nine Thousand Five Hundred And Twenty-Four Dollars (\$229,524).
5. For those services described in Section I.E. compensation shall be \$75,192, with a fee of \$7,519, equaling a total of Eighty-Two Thousand Seven Hundred And Eleven Dollars (\$82,711).
6. For those services described in Section I.F. compensation shall be \$120,342, with a fee of \$12,034, equaling a total of

One Hundred Thirty-Two Thousand Three Hundred And Seventy-Six Dollars (\$132,376).

7. For those services described in Section I.G. compensation shall be \$229,790, with a fee of \$22,979, equaling a total of Two Hundred Fifty-Two Thousand Seven Hundred And Sixty-Nine Dollars (\$252,769).
 8. For those services described in Section I.H. compensation shall be \$1,080,488, with a fee of \$108,049, equaling a total of One Million One Hundred Eighty-Eight Thousand Five Hundred And Thirty-Seven Dollars (\$1,188,537).
 9. If approved by the City, the fees from one section above may be transferred to another section as long as the total cost amount including fixed fee does not exceed Two Million Four Hundred Eighty-Three Thousand And Five Hundred Dollars (\$2,483,500).
 10. For those services described in Section I.E. (Reproduction Work) compensation shall be paid as part of the work performed in sections 1.A., B., C., D., E., F., G., and H., and shall be a part of and subject to the maximum fees described above, except that the maximum number of sets of plans and reports shall be limited to the numbers outlined in the deliverables in Sections 1.A., B., C., D., E., F., G., and H., with additional copies (if required in writing by CITY) being paid as extra work.
 11. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. No travel expenses will be charged to the project and are assumed to be covered by the indirect rate being charged.
- C. Extra Work and Change Order Fee. Extra work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Consultant's Services in Section I, including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "A." No compensation shall be paid for extra work unless required by CITY in writing.
- D. Schedule of Payments

1. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the LOCAL AGENCY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Article VI Termination.
2. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
3. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the CITY's Contract Manager of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the CITY. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to the CITY's Contract Manager.
4. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal approved by CITY's Contract Manager. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
5. In the event the PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the PROJECT.
6. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within twenty-five percent (25%) of the contract compensation as indicated in Section IV.A.
7. Subcontracts in excess of \$25,000 shall contain provisions consistent with the above."

3. Section V of the Agreement is hereby amended to read as follows:

"V. TERM; TIME OF COMPLETION

The term of this Agreement shall commence on March 19, 2013, and shall expire on December 31, 2016. CONSULTANT shall commence work upon issuance of a notice to proceed by CITY's Project Manager."

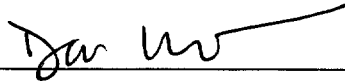
4. Except as specifically set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 9th day of March, 2015.

CITY OF FAIRFIELD,
a municipal corporation (CITY)

CARLSON BARBEE AND GIBSON, INC.
(CONSULTANT)

By: _____



for

David A. White
City Manager

By: _____

